

EMPLOYMENT AGREEMENT FOR  
DIRECTOR  
UNION COUNTY AMBULANCE SERVICE



This **EMPLOYMENT AGREEMENT** is made and entered into this 9<sup>th</sup> day of February 2018, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **GRANT CAPEL** (the "Employee", and together with the County, the "Parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **EMPLOYMENT** – The County hereby agrees to employ Employee, and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an employee of the County in the sworn position of Director of the Union County Ambulance Service. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of Director of the Union County Ambulance Service including, but not limited to, the following:
  - a. competently and efficiently direct the operations of the Union County Ambulance Service, including supervision and discipline of bargaining unit employees and formulation of management policies with regard to labor relations, and perform all duties as required by law and/or as directed by the Board of Commissioners of the County; and
  - b. maintain any and all qualifications, certificates and/or licenses as are necessary to fulfill his duties and receive any and all additional training or education as is required by law.
  
2. **TERM** – The term of this Agreement shall be for a period of four (4) years beginning on December 1, 2017 and running through November 30, 2021; provided, however, this agreement shall terminate prior to November 30, 2021 upon the occurrence of any of the following:
  - (a) resignation of the Employee; or
  - (b) termination of this Agreement by agreement of the Parties; or
  - (c) discontinuance of operation of the Union County Ambulance Service; or
  - (d) the date on which the Employee has engaged in conduct that constitutes Cause (as defined in this Section), and after the County has provided the Employee with notice of termination for Cause.

For purposes of this Agreement, "Cause" will mean the occurrence of any of the following events, as reasonably determined by the County:

- (i) Employee's willful and continued refusal to substantially perform the duties hereunder; or
- (ii) Employee's conviction of a felony or guilty plea to a felony charge in connection with his/her employment; or
- (iii) Employee's breach of any material term of this Agreement or of the County's written policies and procedures, as in effect from time to time; provided, however, such

termination for Cause will only be effective if the conduct constituting Cause is not cured by Employee within five (5) days of receipt by Employee of written notice specifying in reasonable detail the nature of the alleged breach.

**3. SALARY and BENEFITS – The Employee shall be paid an annual salary as follows:**

Beginning December 1, 2017	\$64,353.96
Beginning December 1, 2018	\$65,641.04
Beginning December 1, 2019	\$66,953.86
Beginning December 1, 2020	\$68,292.94

Employee shall receive all insurance benefits, Social Security benefits, IMRF, and all other benefits as are provided for full time County employees.

If at any time during the course of this Agreement or upon non-renewal of the Agreement, the employee shall revert back to the previous position of employment with Union County Ambulance Service.

**4. PAID TIME OFF – Paid time off shall accrue as follows:**

Twenty (20) days of paid vacation each fiscal year at an accrual rate of 11.67 hours per month.  
Twelve (12) sick days each fiscal year at an accrual rate of 7 hours per month.

Vacation should be scheduled with appropriate notice. A maximum of ten (10) unused vacation days can be carried over each fiscal year. All other vacation time unused at the end of the fiscal year shall be forfeited. Upon retirement or resignation, up to (90) days of any accumulated sick days shall be paid to Employee. A maximum of two-hundred forty (240) accumulated sick days may be used toward IMRF service credit upon retirement. Employee shall receive holidays as designated by the Board of Commissioners.

**5. HOURS OF EMPLOYMENT – Employee shall be required to devote a sufficient number of hours per week to satisfactorily perform the duties as described herein; provided, however, Employee shall work, or otherwise account for a minimum of thirty five (35) hours per week.**

**6. UNION COUNTY AMBULANCE SERVICE EMPLOYEES-** Employees of the County that perform services for the Union County Ambulance Service shall be hired by the Employee. The Employee shall be responsible for all disciplinary actions regarding such employees of the Union County Ambulance Service up to and including dismissal; provided, however, prior to dismissal of any employee of the Union County Ambulance Service, the Employee shall consult with the Union County State's Attorney and the Board of Commissioners of the County regarding the dismissal.

**7. EQUIPMENT AND PERSONNEL-** The County shall provide for the Union County Ambulance Service all equipment and personnel reasonably required as determined by the County, consistent with the financial condition of the County and upon consultation with the Employee.

**8. COUNTY BOARD MEETINGS – Employee shall attend meetings of the Board of Commissioners of the County as scheduled and requested by the Board of Commissioners of the County and provide the Board of Commissioners of the County with any requested information and reports.**

9. **AMENDMENT, MODIFICATION AND WAIVER** – No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Employee and by the Chairman of the Board of Commissioners of the County. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.
10. **SEVERABILITY** – In the event that any one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.
11. **SURVIVORSHIP** – the respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.
12. **EACH PARTY THE DRAFTER** – This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.
13. **GOVERNING LAW** – This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.
14. **HEADINGS** – All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.
15. **COUNTERPARTS** – This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COUNTY OF UNION,

ILLINOIS

EMPLOYEE

By: Bobby John

Chairman, Board of Commissioners

Grant Capel

Grant Capel, Director

ATTEST:

Terry Bartruff

Terry Bartruff, County Clerk